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Attorneys for Plaintiff
RICHARD SKAFF

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RICHARD SKAFF

CASE NO. C 05-1746 MJJ
Civil Rights

Plaintiff,

V.

ORDER GRANTING
**STIPULATION AND ORDER
FOR DISMISSAL OF COMPLAINT
AGAINST DEFENDANT BED BATH &
BEYOND OF CALIFORNIA LIMITED
LIABILITY COMPANY**

LARKSPUR LANDING, LLC; INLAND
WESTERN LARKSPUR, L.L.C.; BED
BATH & BEYOND INC.; MARIN
BREWING COMPANY, A CALIFORNIA
LIMITED PARTNERSHIP; NOONAN'S,
A CALIFORNIA LIMITED
PARTNERSHIP; and DOES 1-25,
Inclusive,

FRCP 41 (a) (1) (ii).

Defendants.

Plaintiff Richard Skaff and defendant Bed Bath & Beyond of California Limited Liability Company, erroneously sued as "Bed Bath & Beyond Inc," by and through their attorneys of record, file this Stipulation of Dismissal pursuant to Federal Rule of Civil Procedure section 41 (a) (1) (ii).

Plaintiff filed this lawsuit on April 27, 2005.

Plaintiff Richard Skaff and defendant Bed Bath & Beyond of California Limited Liability Company have entered into a "Mutual Release And Settlement Agreement Between Plaintiff Richard Skaff And Defendant Bed Bath & Beyond of California Limited Liability Company" which settles all aspects of the lawsuit against said defendant. The "Mutual Release And Settlement Agreement" is incorporated by reference herein as if set forth in full. Plaintiff Richard Skaff and defendant Bed Bath & Beyond of California Limited Liability Company stipulate to the court

1 retaining jurisdiction to enforce the “Mutual Release And Settlement Agreement.”

2 Plaintiff Richard Skaff moves to dismiss with prejudice the Complaint against defendant
3 Bed Bath & Beyond of California Limited Liability Company .

4 Defendant Bed Bath & Beyond of California Limited Liability Company, who has
5 answered the complaint, agrees to the dismissal with prejudice.

6 This case is not a class action, and no receiver has been appointed.

7 This Stipulation and Order may be signed in counterparts, and facsimile signatures shall
8 be as valid and binding as original signatures.

9 Wherefore, plaintiff Richard Skaff and defendant Bed Bath & Beyond of California
10 Limited Liability Company, by and through their attorneys of record, so stipulate.

11 Date: 4/26/06

SIDNEY J. COHEN
PROFESSIONAL CORPORATION

/s/ Sidney J. Cohen

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14 Sidney J. Cohen
Attorney for Richard Skaff

15 Date: 4/20/06

BINGHAM McCUTCHEN LLP

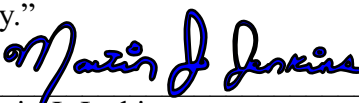
16 /s/ Zak Smith

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18 for Debra L. Fischer
Attorney For Defendant Bed Bath & Beyond
19 of California Limited Liability Company

20 PURSUANT TO STIPULATION OF THE PARTIES, IT IS SO ORDERED:

21 The Complaint against defendant Bed Bath & Beyond of California Limited Liability
22 Company is dismissed with prejudice. The Court shall retain jurisdiction to enforce the “Mutual
23 Release And Settlement Agreement Between Plaintiff Richard Skaff And Defendant Bed Bath &
24 Beyond of California Limited Liability Company.”

25 Date: 5/10/2006


26 Martin J. Jenkins
United States District Judge